

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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MARK COUNCIL,

CV 09-2905 (BMC)

Plaintiff,

-against-

THE CITY OF NEW YORK, ET. AL.,

**STIPULATION OF
SETTLEMENT AND
ORDER OF DISMISSAL**

Defendants.
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WHEREAS, plaintiff MARK COUNCIL commenced this action by filing a complaint on or about July 8, 2009 alleging that his federal civil and common law rights were violated; and

WHEREAS, defendant The City of New York denies any and all liability arising out of plaintiff's allegations; and

WHEREAS, the plaintiff and defendant now desire to resolve the issues raised in this litigation between them, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. Defendant The City of New York hereby agrees to pay plaintiff MARK COUNCIL the total sum of TWENTY THOUSAND DOLLARS (\$20,000.00), in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In

consideration for the payment of this sum, plaintiff agrees to the dismissal of all the claims against defendant and to release defendant, and all past and present officials, employees, representatives or agents of The City of New York, or any agency thereof, from any and all liability, claims, or rights of action, which were or could have been alleged by plaintiff in said action, including all claims for attorneys' fees, expenses and costs.

3. Plaintiff MARK COUNCIL shall execute and deliver to defendant's attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph "2" above and a Plaintiff's Affidavit of Status of Liens.

4. Nothing contained herein shall be deemed to be an admission by defendant that it has in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or The City of New York or any other rules, regulations or bylaws of any department or subdivision of The City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of The City of New York or any agency thereof.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject

of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
December 24, 2009

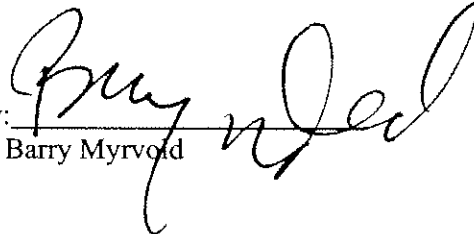
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By:


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By:


Barry Myrvold

SO ORDERED:

HON. BRIAN M. COGAN, U.S.D.J.